

May 7, 2018

CONTRACT

between

Pittsford Area Schools

and the

Pittsford Area School Bus Drivers Association

ARTICLE 1

PURPOSE

A. It is the purpose of this Contract to promote and insure harmonious relations, cooperation, and understanding between the Board of Education and the employees covered herein and to establish standards for wages and other employment conditions.

Recognition

B. Pursuant to and in accordance with the MERC regulations, Pittsford Area Schools does hereby recognize the Association as the sole and exclusive bargaining agent with respect to rates of pay, wages, hours and other terms and conditions of employment for all employees of the School included in the bargaining unit described below:

All regularly employed school bus drivers excluding substitute bus drivers, supervisors and all other employees.

Identification of Parties

C. The word "employee" as used in this Contract shall mean any member of the bargaining unit as defined in subparagraph (B) of this Article. The word "Association" shall refer to the Pittsford Area School Bus Drivers' Association. The word "Employer" shall refer to the Pittsford Area Schools acting through its Board of Education and administration.

ARTICLE 2

VACANCIES AND ROUTE ASSIGNMENTS

- A. Whenever a new job or vacancy occurs in the area of pupil transportation, the Board agrees to post this position in the bus garage.
- B. The Transportation Supervisor, Lead Driver, or Superintendent of Schools will assign each bus driver a route.
- C. When a route becomes vacant a driver may bid on it. The driver with the highest seniority will be granted the route. Notice of all vacancies and newly created positions shall be posted on employee bulletin board and the employee shall be given five (5) days' time in which to make application to fill the vacancy or new position.

ARTICLE 3

SICK LEAVE

- A. Regular drivers will be granted fourteen (14) days per year of sick leave, provided proper verification is given as stated in Article 5.
- B. A total of a maximum one-hundred (100) days may be accumulated over consecutive years of employment for each individual driver.
- C. In case of excessive illness, a doctor's notification will be asked for, in order to continue employment.
- D. A driver may exchange accumulated sick days in fourteen (14) day increments at his/her option and will receive one (1) additional personal leave day in return.

ARTICLE 4

PERSONAL LEAVE & JURY DUTY & BEREAVEMENT

The Board agrees to allow each bus driver to miss three (3) days per year to be used at the driver's discretion with no reasons required, for personal business in addition to the day(s) the sick leave days set forth in Article 3.

No more than two (2) drivers can be off at a time for personal leave. These days may also be used up to three (3) days in consecutive order. Personal leave, in all cases except unforeseen emergency, requires at least two (2) days advance

notice to the Transportation supervisor. This is not to be taken before or after holidays or the last day of school. Any part of a day will be charged as such.

Each bus driver will be granted (3) days bereavement per school year. Bereavement days cannot be rolled over. Bereavement is granted for immediate family (spouse, parents, step-parents, aunts and uncles, grandparents, sisters, brothers, step-sisters, step-brothers, children or stepchildren, parents-in-law, grandchildren, daughters or sons-in-law, brother-in-law and sisters-in-law of the driver or spouse, and the individual living with the driver on a non-commercial basis.)

Personal leave days can be used or converted to sick leave not to exceed one-hundred (100) days or be reimbursed at the amount equal to a sick day, not to exceed, 3 days/year maximum. To convert unused personal days to sick leave, individuals must notify the Superintendent's Office in writing by the last day of school; otherwise reimbursement will occur on or about July 25th for no more than three (3) personal leave days paid at the driver's day rate.

Drivers will be paid their regular rate of pay when serving jury duty. Drivers are required to report if not empanelled for the day or not serving for a full day.

ARTICLE 5

NOTIFICATION OF ABSENCES

If an employee is unable to fulfill the responsibility of making his assigned bus run due to illness or other reasons, she/he is to notify the Transportation Supervisor verbally by 5:00 a.m. for morning runs and by 1:00 p.m. for afternoon runs. If driver cannot reach the Supervisor, they should contact the principal. If the Supervisor cannot be reached for afternoon run notification, call the Superintendent's Office.

ARTICLE 6

COMPENSATION

- A. The basic salaries of bus drivers covered by this contract are set forth below. Such salaries shall remain in effect during the term of this contract. The school district shall be entitled to reduce or reschedule any days lost in the event school is closed for reasons, which do not allow such days to be counted as days of student instruction. The rescheduling of such days shall not entitle employees to additional compensation.
- B. Health insurance is available to bus drivers at the group rate through the procedures established by the Business Office.

- C. The school will purchase a Pittsford jacket or sweatshirt (not to exceed (\$100.00) every other year for full time drivers.
- D. 1. The Board agrees to pay the road test fee, physical, fingerprinting, background checks and schooling for all drivers, and the renewal fee for the Commercial Driver’s License for each bus driver.
- 2. REGULAR DRIVERS taking any required schooling will be paid an hourly wage of 15.00.
- 3. Bus drivers will be paid two (2) hours at \$15.00 for testing required under the Omnibus Transportation Employee Testing Act. This provision will not be operative if the testing is done in Pittsford. If the testing is done in Pittsford, bus drivers will be paid at \$15.00 for time spent in testing if it is outside the scheduled work time.
- E. Drivers with at least (15) fifteen school years of service to Pittsford Area Schools shall be paid upon retirement for accumulated sick leave up to 100 days at their daily rate.

F. <u>SALARIES:</u>	<u>2018/2019-2019/2020</u>
Base @ 3 hours per day	\$ 10,963.45

- 1. Driver’s salary is based on (3) three hours of service per day. Drivers working greater than (3) three hours per day will be compensated in the following manner. After two (2) weeks of full runs, extra time will be paid in (15) fifteen minute increments. Driver records and GPS will be used to determine time. Extra time will be paid as if occurs per pay period. It will not be calculated into base salary. Based on 180 or less days.

G. **EXTRA TRIPS**

The Board agrees to hire regular employed drivers for extra trips on a rotating basis with the rotation determined by seniority, providing the regular driver is available for the trip. (The Transportation Supervisor or Superintendent of Schools will determine this). When a substitute is unavailable, the regular driver will take his/her regular run; and the coach, director or teacher will drive the bus for his/her activity if he/she is a qualified driver. If no one volunteers for the trip a driver may be assigned.

1. On days that a driver takes an extra trip and it occurs during their regular run, they will be compensated at their regular run rate and will have 1.5 hours subtracted from the extra run total time.

2. Extra trips will be paid a two (2) hour minimum in accordance with the following rates:

a. Except as set forth in Section b, drivers will be paid at \$15.00 per hour for trips scheduled on days school is in session.

b. Drivers will be paid at \$15.00 per hour for weekend trips, non-school weekday trips during the school year and trips on scheduled school days where instruction has been cancelled.

3. Trips that require an overnight stay will be subject to the following:

a. Driving time will be paid at the above referenced rate of \$15.00 per hour. Non-driving time will be paid at minimum wage. Drivers will not be paid for 8 hours of downtime/sleep. Pay for overnight trips will not exceed \$225.00 for a 24hour/2day trip.

b. Meal allowance for drivers will be reimbursed for any trips over 7 ½ hours. Reimbursement will be \$10.00 daily.

4. When a trip is canceled after the driver reports to work, the driver will be paid the two (2) hour rate.

5. Drivers will be reimbursed for any admissions they are required to pay.

6. Extra trip assignments will occur each Friday at 2:15 for the next week and it is the driver's responsibility to bid on routes.

7. A driver who has a trip canceled will not change or have their position changed on the trip rotation list.

8. After a driver has accepted an extra trip and is unable to fulfill the trip it will be turned back in and placed into the extra trip rotation.

9. Drivers will sweep the bus after extra trips.

H. Drivers will be paid their basic salary in twenty-four (24) equal pays.

I. Drivers will be compensated \$10.00 per week for cleaning the inside of their bus. Drivers will be compensated \$10.00 per week for cleaning the outside of their bus. A checklist will be filled out and turned in for record. Drivers may elect

to have another driver wash their bus and that driver will receive the \$10.00 of compensation. Compensation will be paid on or about December 10th and June 25th.

J. Vo-tech runs will be paid at the rate of \$45.00 per day for the regular driver and the substitute driver. The vo-tech driver will be compensated for three (3) personal and seven (7) sick days. These days are in conjunction with their regular runs. The position will be filled by the process of seniority each year.

K. It is important that drivers attend staff meetings, meet with administration, and, to review video from their bus. Drivers will be paid an hourly wage of \$15.00.

ARTICLE 7

JOB DESCRIPTION

- A. Transport students in a safe, courteous and responsible manner to and from school.
- B. Pretrip bus prior to each transport of students.
- C. Clean interior of bus once weekly. (Sweep floors; check seats, wash windows and dust). Check oil and fluids once a week.
- D. Report any mechanical problems to the transportation supervisor.
- E. Drivers are to report to work 10 minutes prior to their bus run. All drivers are required to clock in and clock out. If drivers are absent please write in the reason for being absent and have supervisor initial.
- F. Start and end times are as follows: Buses are to arrive to school between 7:43 A.M. and 7:45 A.M. with the official end times of 7:55 A.M. The afternoon begins at 2:35 P.M. with drivers being at their bus at 2:40 P.M.

ARTICLE 8

EVALUATION, DISCIPLINE AND DISCHARGE OF EMPLOYEES

A. A bus driver shall lose his or her seniority and possibly (depending upon Board of Education action) his or her job for the following reasons:

1. He or she resigns.

2. He or she misses two (2) bus runs without complying with Article 5 of this agreement.
 3. He or she misses two (2) bus runs without a good and sufficient reason.
 4. He or she exceeds the allotted leave for personal reasons as stated in Article 4 of this agreement.
 5. He or she fails to have a physical examination by the designated school doctor.
 6. He or she fails to take the required schooling or fails to pass the required examinations for being a bus driver.
 7. He or she does not have a valid Commercial Driver's License.
 8. He or she abuses provisions of personal leave.
 9. He or she disregards safety rules and regulations.
 10. Failure to comply with established procedures for the implementation of drug and alcohol testing as required under the Omnibus Transportation Employee Testing Act.
 11. He or she fails the mandated background check.
- B. An employee will be discharged for the following reasons in conjunction with the implementation of the requirements of the Omnibus Transportation Employee Testing Act:
1. Refusal to submit to testing.
 2. A positive test result for controlled substances or alcohol whether through the district's procedures or testing conducted by law enforcement authorities.
- C. All bus drivers will be subject to formal evaluations. Transportation Supervisor and/or the Superintendent of Schools will make these evaluations.

ARTICLE 9

Grievance Procedure

1. A grievance shall be defined as an alleged violation of the terms and conditions of this Agreement.
2. **Step One:**
 1. An employee having a grievance shall present it orally to his/her supervisor within five (5) working day of its alleged occurrence.
 2. If the grievance is not settled orally, the employee, within twenty-four (24) hours, may request the supervisor to call the Representative.

3. Step Two:

1. The Representative shall reduce the grievance to writing and indicate the alleged contract violation and remedy desired within five (5) working days of the date of Step One.
2. The aggrieved employee and his/her supervisor shall sign the grievance.

4. Step Three:

1. The Representative shall meet with the Superintendent to discuss the grievance within five (5) working days of its written submission to the Superintendent.
2. The Superintendent shall give his decision, in writing, relative to the grievance within ten (10) working days of his/her meeting the Representative.
3. If the decision of the Superintendent is not appealed within five (5) working days, his/her decision shall be considered settlement of the grievance.

5. Step Four:

1. The representative may request in writing to be heard at a Board of Education meeting if the representative feels the grievance remains unresolved following Step 3.
2. The Board of Education shall give a decision, in writing, relative to the grievance within ten (10) working days of the representatives reporting to them.
3. IF the decision of the Board of Education is not appealed within five (5) working days, their decision shall be considered settlement of the grievance.

6. Step Five:

1. If the Association so requests, the Employer's representatives will meet further with the Association to consider fairly and in good faith any other methods of settlement which might be mutually agreed upon, including private (non-governmental) mediation or advisory arbitration.
2. The procedure herein provided shall not prohibit the Association or the Employer from recourse to normal mediation provided by Michigan Law.

ARTICLE 10

